

Board of Supervisors  
Madison County

Request No. 01  
Project No. LSBP-45(12)  
Date January 23, 2015

Office of State Aid Road Construction  
Mississippi Department of Transportation

Gentlemen:

I (we) (the prime contractor) (a subcontractor) propose to subcontract the following items to Road Pro Safety Inc. P.O. Box 54292  
Jackson MS 39208

in accordance with Special Provisions in our contract governing subletting a portion of the contract. In the event of your disapproval of this subcontracting or of your disapproval of performance of such subcontractor at any time, I (we) agree to perform such item or items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (we) understand that this procedure does not relieve us of any of the responsibility under our contract.

I certify that said party is particularly experienced and equipped for such work and that the attached subcontract is the sole agreement for the work and that all pertinent provisions and requirements of the contract have been explained to this proposed subcontractor, and that when applicable, federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

The prices shown below are the prime contract unit price:

Spec. Pay Item No.	Item	Quantity	Unit	Prime Cont. Unit Price	Amount
S-618-A	Maintenance of Traffic	1	LS	\$ 1000.00	\$ 7496.75
S-630-C	Reflectorized Traffic Object Marker	4	EA	\$ 50.00	\$ 229.20
	(Encapsulated Lens) (Type 3)			\$	\$
				\$	\$
				\$	\$
				\$	\$

I (we) hereby certify that the persons or firms are designated hereon as subcontractors with the knowledge and consent of the persons or firms named.

Date January 23, 2015

WS Construction LLC

Prime Contractor

By: [Signature]

Address: PO Box 370 Wesson MS 39191

Approval recommended: 5/5, 2015

[Signature]  
County Engineer

Approved: Board of Supervisors Madison  
County

(By order of the Board, dated \_\_\_\_\_)

By \_\_\_\_\_  
President

Approved recommended: \_\_\_\_\_, 20\_\_\_\_

State Aid District Engineer

Total this Request \$ 7725.95 = 2.11 %

Previous Request \$ 0.00 = 0 %

Total to Date \$ 7725.95 = 2.11 %

I (we) hereby certify that the use of our names as subcontractor on the above items was, and is, with our knowledge and consent.

Date 2/18, 2015

Road Pro Safety Inc.

(Sub) Subcontractor

By: [Signature]

Address: PO Box 54292 Jackson MS 39208

Approved: \_\_\_\_\_, 20\_\_\_\_

State Aid Engineer

Approved: \_\_\_\_\_, 20\_\_\_\_

Executive Director, Mississippi Department of Transportation



# SUBCONTRACT AGREEMENT

Subcontract No. 01-2015

**THIS SUBCONTRACT AGREEMENT** is entered into this day between WS CONSTRUCTION LLC, Herein called the Contractor, and ROAD PRO SAFETY INC. herein called the Subcontractor, for the performance by the Subcontractor, for the performance of certain work, hereinafter specified as called for under the terms of a Certain Prime Contract between the Contractor and MADISON COUNTY BOARD OF SUPERVISORS, herein called the Owner, relating to the project identified as:

**LSBP-45-(12) CANE CREEK ROAD**

**THE PARTIES AGREE AND BIND THEMSELVES**, their heirs, successors and assigns as follows:

1. **PERFORMANCE:**

The Subcontractor agrees to perform the work specified and actually required, to furnish all labor, materials, equipment, supplies and other items for the work and to pay promptly for all such, and to complete the work in strict compliance with the terms of the Prime Contract and to the satisfaction of and in compliance with the directions of the Owner and Contractor.

2. **PRIME CONTRACT:**

The terms, conditions, specifications, drawings, schedules, and contract documents forming a part of the Prime Contract between the Contractor and the Owner are hereby made a part of this subcontract by reference as fully as if set out in detail. The Subcontractor shall be bound to the same extent that the Contractor is bound by each and every covenant, obligation and provision of said Prime Contract and all drawings and technical specifications that relate to the work of the Subcontractor.

3. **WORK:**

The Subcontractor shall perform all of the work necessary and actually required to complete the following items of the Prime Contract as described below:

**\*SEE ATTACHMENT 1-A TO SUBCONTRACT AGREEMENT**

The Subcontractor shall perform all of the work actually required to complete said items for the Unit Prices set opposite each item and said prices shall constitute the sole consideration for all work performed hereunder.

4. **PROGRESS AND COMPLETION:**

Unless herein otherwise specially provided, the Subcontractor shall commence work promptly or upon notice from the Contractor. The Subcontractor shall, in any event, prosecute the work diligently and so as to avoid delaying the progress of the Contractor or other subcontractors on other portions of the project work. The Subcontractor shall keep and maintain on the project a sufficient number of qualified workmen and a sufficient quantity of materials, equipment, and supplies to efficiently, perform the work as required without delay. Should the Subcontractor cause delay in the progress or completion of the project. Contractor may recover from Subcontractor the damages resulting there from, including liquidated damages assessed by the Owner and attributable thereto.

The Subcontractor shall comply in all respects with the Contractor's schedule for the subcontract work. The Subcontractor acknowledges and agrees to the Contractor's right to schedule the subcontract work as the Contractor deems necessary to facilitate overall progress and completion of the project. It is specifically agreed by the parties hereto that no claim, dispute or controversy shall interfere with the progress and performance of work required to be performed under this subcontract by the Contractor in all instances, including but not limited to the existence of a dispute, claim or other like controversy, and that any failure of the Subcontractor to comply herewith and to proceed with his work shall automatically be deemed a default under this subcontract entitling the Contractor to all remedies available in the event of breach or default. Time is of the essence in this subcontract and the work specified herein. Contractor shall not be liable to Subcontractor for any delay result from the act. Neglect or default of the Owner or from causes beyond Contractor's control or, in any case, beyond the granting of justifiable time extensions on written applications therefore made within three (3) days from the beginning of the claimed delay.

5. **PAYMENT:**

Subject to other provisions hereof, the Contractor agrees to pay the Subcontractor the stated consideration for said work on the basis of the quantities allowed and paid for by the Owner, and to make payment within (10) days from the time that the Contractor is

Subcontract No. 01-2015

Initial: Contractor [Signature]

Subcontractor [Signature]



paid by the Owner, less the same percentage retained by Owner, which percentage may be retained until completion of the Prime Contract and final payment by the Owner, except that the payment of retainage upon satisfactory completion of the work hereunder shall not depend upon the receipt of final payment by the Owner in cases where there is undue delay which is occasioned by complaints or circumstances totally unrelated to the work hereunder or to the manner of performing this subcontract. In all cases, the work-in-place must be field verified and approved by the Owner's representative and/or Contractor before payment(s) will be released.

6. **ADVANCES:**

The Contractor may, but shall not be required to, advance sums to the Subcontractor for the purpose of financing the work and may offset such against any subcontract earnings, including final retainage, without the consent of and free of any claim of unauthorized prepayment by any Surety and such shall not release the Surety in whole or part. The Contractor may, but shall not be required to, supply the Subcontractor with labor, materials, equipment and supplies and other items acceptable to contract or provide the Subcontractor's in the performance of the work and recover the value or price therefore against the Subcontractor and the Subcontractor's surety, if any, without being required to offset the same or any part thereof against the earnings of the Subcontractor.

7. **INSURANCE:**

The Subcontractor (and each of its subcontractors, shall obtain, before commencement of work, and maintain until final acceptance of the Prime Contract, full insurance coverage with companies suitable to Contractor, including as a minimum of the following types of insurance with the state policy limits.

**WORKER'S COMPENSATION:**

Coverage-Statutory

Employer's Liability- \$ 1,000,000.00

Special Endorsements- Contractor named as alternate employer with waiver of subrogation, with right to make a claim.

**COMMERCIAL GENERAL LIABILITY:**

Coverage-General Aggregate \$2,000,000.00 per project. Products and Completed Operations Aggregate \$2,000,000.00

Each occurrence \$1,000,000.00

Special Endorsements-Contractor named on waiver of subrogation, with right to make a claim

**AUTOMOBILE LIABILITY:**

Limit-Combined Single limit \$1,000,000.00

Special Endorsements-Contractor named on waiver of subrogation, with right to make a claim.

In addition to the insurance listed, the Contractor may, at its sole discretion, require the Subcontractor to provide additional or different insurance coverage which applies to this project. Before commencing the subcontract work, the Subcontractor will submit to the Contractor, Certificates of Insurance with number of copies and content as required by the Contractor, certifying the types and the amounts of coverage, certifying that said insurance applies to all activities and liability of the Subcontractor pursuant to this subcontract. No policy of insurance may be canceled or reduced during the period of construction, and the Subcontractor shall obtain an endorsement to its policies and insurance certificates providing substantially as follows:

Insurer may not cancel this policy or reduce coverage for a period of thirty (30) days after Contractor receives written notice of the Insurer's intention to cancel or reduce the coverage.

The Subcontractor's failure to maintain complete insurance shall be a material breach authorizing the Contractor, at the Contractor's sole election, either to terminate this subcontract or provide full insurance coverage at the Subcontractor's sole expenses; however, in neither case shall the Subcontractor's liability be lessened.

8. **IDENMNITY:**

The Subcontractor covenants to defend, indemnify, save harmless, protect and exonerate both the Contractor (its agents, employees, representatives, and sureties) and the Owner from any and all claims, liability, and damages, of any kind or nature, whether in contract, tort or otherwise, which arise out of or relate to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions or omissions in performing under this subcontract. Pursuant to this indemnity provision, the Subcontractor shall also be liable for all costs and expenses, including but not limited to attorneys fees, incurred by the Contractor or the Owner in prosecuting or defending any claim, suit or other action which arise out of or relates to the obligations assumed herein by the Subcontractor or the Subcontractor's (including its successors, agents and employees) actions, inactions, or omissions in performing under this subcontract. The foregoing covenant and indemnity obligation shall apply to the fullest extent permitted by law.

Subcontract No. 01-2015

Initial: Contractor 

Subcontractor 



9. **FAILURE TO PAY CLAIMS:**

The Subcontractor warrants that he has sufficient funds and credit to pay currently all bills incurred in the performance of the work hereunder without the necessity of resorting to earnings for work performed. The Subcontractor agrees that failure to pay such bills, when due, shall be a breach of this subcontract for which the Contractor may, but shall not be required to, withhold all sums otherwise payable hereunder for past and future earnings until the Subcontractor presents satisfactory evidence of payment of all bills, expenses, and obligations incurred by the Subcontractor relating to this subcontract and furnish, upon the Contractor's request, written releases in a form acceptable to the Contractor. In case any such bill or claim is disputed by the Subcontractor, the Contractor may consider the same to be valid until discharged and released or until satisfactory security is given for the Contractor's indemnification. At the Contractor's option, the Contractor may, but shall not be required to, pay any such bill or claim and recover the same from the Subcontractor or any surety or deduct the same from any payments (progress or retainage) otherwise due hereunder. Any and all payments made on good faith in the belief that the Contractor is liable, whether liable or not, shall be conclusive of the Contractor's right to reimbursement, and in itemized statement thereof or the checks or other evidence of payment shall be **prima facie** evidence of the fact and extent of the Subcontractor's liability.

10. **DEFAULT:**

Should the Subcontractor at any time fail to perform any one or more of the agreements herein contained, or fail to avoid bankruptcy, receivership or attachment, or abandon the work, any such failure or abandonment shall amount to a default hereunder and the Contractor may, at the Contractor's option, after 24 hours notice to the Subcontractor, provide the labor, materials, equipment, and supplies and other items necessary to perform the work and discharge the other obligations assumed by the Subcontractor and recover the cost thereof from the Subcontractor, and may deduct such cost from any money then due or thereafter due under this subcontract or any other contract between the parties, or the Contractor, at the Contractor's option may terminate the Subcontractor and take over the work and complete the same or re-let the subcontract, deducting in any case the cost (including a reasonable allowance to the Contractor for use of the Contractor's equipment based on A.E.D. rental rates and a reasonable allowance for overhead expense) from the payments that would otherwise be due hereunder. Should such cost of completing or re-letting the work exceed that remaining unpaid hereunder, then such excess shall be the liability of the Subcontractor, payable on demand. In case of any default hereunder, the Contractor may, but shall not be required to, take exclusive possession of any materials and equipment on the project belonging to the Subcontractor and use the same in completion of the work, free of all claims for the values of said materials and for the rental or use of said equipment, and free of all claims for depreciation and ordinary wear and tear.

Determination of default made by the Contractor on good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided. The liability of the Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by the Contractor on good faith under the belief that such payments or assumptions were necessary or required, whether actually necessary or required or not (1) in completing the work and providing labor, materials, equipment, supplies and other items therefore or re-letting the subcontract, and (2) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the subcontract work. An itemized statement thereof or the checks or other evidence of payment shall be **prima facie** evidence of the fact and extent of the Subcontractor's liability.

Notwithstanding anything to the contrary in this subcontract and in addition of the Contractor's rights to terminate for breach or default, the Contractor may terminate any portion of this subcontract or the entire subcontract, regardless of fault in the event the Owner exercises its right to terminate all or any portion of the Prime Contract. Upon such termination, the Subcontractor shall be entitled only to the amount due under the subcontract for subcontract work performed on the basis of quantities allowed and paid by the Owner as of the date of the termination, plus any additional amount Contractor actually recovers from Owner on Subcontractor's behalf, less any back charges or amounts otherwise due the Contractor under the terms of this subcontract.

11. **ASSIGNMENT OF SUBCONTRACT:**

The Subcontractor shall not assign all or any part of this subcontract or sub-let all or any part of the work provided for hereunder, without the prior written consent of the Contractor, but in any event, and without regard to whether such consent is given or not, the Subcontractor and its assignees agree to indemnify and save the Contractor harmless, as set forth in Article 8 of this subcontract, even if claims are based upon items supplied to an assignee or subcontractor of the undersigned Subcontractor or to any other party (no matter how remote or disconnected) performing or having any connection whatever with the performance of the subcontract work for with Contractor may be liable on the Prime Contract, the bond, or otherwise. No assignment or subletting, with or without consent, shall relieve the undersigned Subcontractor or its assignee from any obligation herein assumed. The Subcontractor shall not sub-let nor subcontract any part of this subcontract without requiring from its subcontractor and supplier's insurance coverage as set forth in Article 7 of this subcontract.



12. **WORKMEN:**

Neither the Subcontractor nor any of the Subcontractor's assigns shall employ or keep any workman whose employment on the work covered by the subcontract is objected to by the Owner or by the Contractor.

13. **LICENSES, TAXES AND PERMITS:**

The Subcontractor agrees to comply with all public laws, codes regulations and ordinances in effect where the work under the subcontract is to be performed, and to pay all fees, licenses, permits, and expenses required by such compliance, and also, to the extent that the Contractor is or may be held liable therefore, to pay all taxes and contributions imposed or required by any law relating to the employees of the Subcontractor and to the performance of said work and completion of this subcontract.

14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS AND APPROVAL BY OWNER:**

The Subcontractor represents that is fully familiar with all laws, ordinances, codes, executive orders, rules, and regulations that apply to the work, and that the Subcontractor will comply with them in performing the work. If there is a conflict between the contract documents and any applicable law, ordinance, code, executive order, rule, or regulation, the Subcontractor will comply with the law, ordinance, code, rule, or regulation at no increase in price. The Subcontractor acknowledges that the Contractor relies on the Subcontractor's special expert knowledge of the laws, ordinances, codes, executive orders, rules, and regulations that apply to its trade and the work to be performed under this subcontract. In the event the Owner has the right to approve Subcontractor, Subcontractor represents that it shall promptly obtain such approval and that no cause exists for Owner to disapprove Subcontractor.

15. **DEFECTIVE WORKMANSHIP OR MATERIALS:**

No payment made under this subcontract shall be construed as an acceptance of any defective work or improper materials, and the Subcontractor agrees to guarantee and does hereby guarantee the work under this subcontract against all defects of workmanship or materials to the same extent as liability may be imposed upon the Contractor under the terms of the Prime Contract.

16. **PERFORMANCE AND PAYMENT BONDS:**

If required by the Contractor prior to performance of this subcontract, the Subcontractor shall furnish to the Contractor, as oblige, a performance bond and a payment bond with a responsible surety, which is and remains acceptable to the Contractor each in the full amount of this subcontract ensuring the Subcontractor's faithful performance of this subcontract and the Subcontractor's prompt payment for all labor, materials, equipment, machinery, supplies, services, and other items furnished and supplied to the Subcontractor. The Subcontractor's failure to deliver satisfactory bonds with ten (10) days after demand shall be a material breach of this subcontract. Any obligation of the Subcontractor under this subcontract or under the Prime Contract incorporated by reference herein shall be equally the obligation of the surety for the Subcontractor's performance bond as if all terms and conditions of this subcontract were set forth verbatim in the performance bond.

17. **NOTICE:**

Any notice provided for herein may be given in writing by United States Mail, facsimile transmission (with originals following by United States Mail or personal delivery. Notice by mail shall be considered as given when addressed to the last known post office address of the party to receive the same and deposited in the United States Mail, and shall be effective for all purposes, as of the time of such deposit whether actually received by the addressee or not. Notice by any other means shall be effective when communicated to or received by the party involved.

18. **NON-WAIVER:**

The failure of either party to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

19. **CHANGES:**

The Contractor may issue written change orders to this subcontract, without notice to the Subcontractor's sureties. The Subcontractor shall be obligated to perform such written change orders without delay. With respect to any change in the subcontract work, in whole or in part, the Subcontractor shall be entitled to an adjustment in the subcontract amount and an extension in the subcontract time, but only to the extent of adjustments and time extensions that the Contractor, on behalf of the Subcontractor, actually receives from the Owner for such changes, and the Subcontractor shall have no independent or separate claims against the Contractor for further adjustment in price or extension of time. The failure to agree to amount of contract adjustment owed due to the change order shall not relieve the Subcontractor of its duty to proceed with the work required under this subcontract as well as any



change order issued by the Contractor. All changes must be in writing. Oral changes to work under this subcontract are not valid and will not be recognized. The Subcontractor shall have no claim or entitlement to payment for any addition to or change in subcontract work unless, prior to this performance, the Subcontractor receives a written change order for such change or addition from an authorized representative of the Contractor.

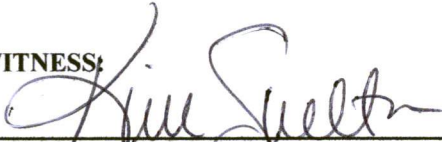
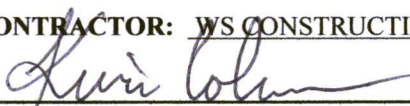
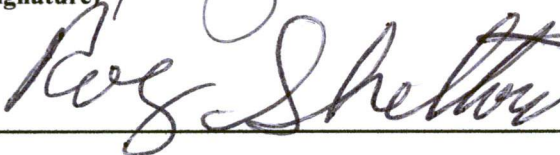
20. **LEGAL EFFECT:**

All proposals, negotiations, and representations with respect to this subcontract, whether oral or written, are hereby superseded and merged into this subcontract. This subcontract cannot be changed, modified, altered, suspended, or terminated, except in writing signed by an authorized representative of the Contractor. No delay, waiver, forbearance, or failure by the Contractor to exercise rights or remedies under this subcontract or to insist upon strict compliance by the Subcontractor shall relieve the Subcontractor from strict compliance with all terms and conditions hereof or shall waived, restrict, or adversely affect any of the Contractor's rights and remedies as to any subsequent or continuing failure of the Subcontractor to comply strictly with all terms and conditions of this subcontract. The invalidity or unenforceability of any term or condition of this subcontract shall not invalidate, render unenforceability, or adversely affect the remaining terms and conditions. The laws of the State of Mississippi shall govern this subcontract. The Subcontractor shall be liable for all damages, costs, and expenses, including attorney's fees incurred by the Contractor in enforcing terms and conditions of this subcontract. This subcontract shall be binding upon successors in interest of the parties hereto, but otherwise nothing in this subcontract is intended nor shall be construed to give rights or to confer benefits to third parties.

21. **SPECIAL ADDITIONAL PROVISIONS:**

Special additional provisions, if any, are listed on attachment 1-A of this subcontractor agreement.

WITNESS MY SIGNATURE, on this the 23<sup>rd</sup> day of January, 2015.

WITNESS:  _____ (signature)	CONTRACTOR: <u>WS CONSTRUCTION LLC</u>  _____ (signature)
 _____ (signature)	By: <u>Kevin Cdeaman</u> _____ (Name printed) Title: <u>Member</u> _____

WITNESS MY SIGNATURE on this the 18<sup>th</sup> day of Feb 2015.

WITNESS:  _____ (signature)	CONTRACTOR: <u>ROAD PRO SAFETY INC.</u>  _____ (signature)
 _____ (signature)	By: <u>Peggy A Miley</u> _____ (Name printed) Title: <u>pres.</u> _____

**SUBCONTRACT AGREEMENT**  
**ATTACHMENT 1-A**

Subcontract No. 01-2015

**THIS ATTACHMENT 1-A** is made part of this subcontract agreement into this day between WS CONSTRUCTION LLC, Contractor, a ROAD PRO SAFETY INC., Subcontractor, for the performance by the Subcontractor of all work hereinafter specified below as called for under the terms of a certain Prime Contract between the Contractor and the Owner, MADISON COUNTY BOARD OF SUPERVISORS, relating to the project identified as:

**LSBP-45(12) CANE CREEK ROAD**

Item No.	Item	Quantity	Unit	Unit Price	Amount
S-618-A	Maintenance of Traffic	1	LS	7496.75	7,496.75
S-630-C	Reflectorized Traffic object marker (Encapsulated Lens) (Type 3)	4	EA	57.30	<u>229.20</u>

**TOTAL** **\$7,725.95**

Prices above **do not** include Contractor's tax and bond

Subcontract No. 01-2015

Initial: Contractor 

Subcontractor 